

IT Professional Technical Services Master Contract Program

Statement of Work (SOW) For Technology Services Issued By

Minnesota State Retirement System

Project Title: VOIP System Support

Service Category: Network (Data, video, voice) – Voice over IP/IP Telephony

Business Need

- The Minnesota State Retirement System (MSRS) has an experienced Cisco VoIP technician on staff providing daily and on-going maintenance for our VoIP system. The purpose of this contract is to provide supplemental support on an hourly or per incident basis to help resolve critical issues beyond the knowledge level of MSRS staff, or assist with performing software upgrades that are beyond the comfort level of MSRS staff.
- This engagement expires on June 30, 2014.

Project Environment (State Resources)

Staff descriptions

- The MSRS VoIP Technician and Network Administration Team are project participants as needed.

MSRS System Environment:

- Cisco Call Manager – Version 7.1
- Cisco Unity Connection – Version 7.1
- Cisco Unified contact Center Express – Version 7.0
- Cisco/Calabrio Quality Management Product (quantity 2)
- Voice Gateway Routers (quantity 2)
- Call Manager Express
- Outstate office with Routers (quantity 4)

Agency Project Requirements

While many issues may be resolved remotely, the vendor must have local account representatives available to respond on-site if required.

MSRS Responsibilities

- Provide daily system monitoring, customer service and support.
- MSRS will attempt to successfully resolve critical, serious and standard customer issues.
- MSRS will be responsible for planning and scheduling major infrastructure changes related to the equipment including any system upgrades, whether minor updates or major version releases.
- Create and maintain system documentation.
- Provide on-site staffing if vendor is required to work on-site.

Responsibilities Expected of the Selected Vendor

The vendor will provide the following:

- Act as a liaison between MSRS and Cisco TAC when requested.
- Provide remote and/or on-site remediation of CRITICAL customer issues, generally impacting over 50% of users, will be responded to in less than 2 hours; Resolved in less than 6 hours.
- Provide remote and/or on-site remediation of SERIOUS customer issues, generally impacting less than 50% of users, will be responded to in less than 4 business hours; Resolved in less than 24 hours.
- Provide remote and/or on-site support remediation to STANDARD customer issues, generally defined as a single user impacted, will be responded to in less than 8 business hours; Resolved in less than 3 business days.
- Assist in planning and implementing version upgrades upon request. These services may be provided remotely or on-site.
- Assist with patch management of phone systems servers upon request. These services may be provided remotely or on-site.
- Service Center support staffing must be available 24X7.
- Provide technical support as needed.
- Knowledge transfer to MSRS staff.

Required Skills

- A minimum of three (3) years Unified Contact Center and one (1) year Express & Call Recording experience in Cisco VoIP systems.
- Personnel working under this contract will be required to pass a background check before gaining access to MSRS data center or having access to MSRS systems without direct supervision by MSRS staff.

Key Dates & Process Schedule

Activity	Due Date	Time Due
Post	11/30/2011	
Deadline for Questions	12/06/2011	Noon
Targeted Posted Response to Questions	12/08/2011	Noon
Proposals due	12/15/2011	Noon
Finalists Notified	12/16/2011	
Targeted Proposal Evaluation and Finalist Interviews	12/19/2011 -12/21/2011	
Anticipated proposal evaluation & decision	12/23/2011	
Proposed start date	01/17/2012	

Questions

Prospective responders who have technical questions regarding this Statement of Work are asked to submit questions to: sue.willinger@msrs.us . All questions received by the due date will be sent to vendors requesting the SOW.

Other personnel are **NOT** authorized to discuss this Statement of Work before the submission deadline. Contact regarding this SOW with other MSRS personnel could result in disqualification.

Proposal Content

Responses submitted to this Statement of Work must contain certain necessary information essential to understanding and evaluating the proposals. The intent is not to limit the content of the response.

Responders may propose additional tasks or activities if they will substantially improve the services required by MSRS. The emphasis should be on the vendor's ability to satisfy the requirements of the Statement of Work. Information submitted in the response must be current, complete and accurate. Misrepresentation of the response data will be grounds for rejection of the response or cancellation of the Work Order (if one has been awarded), and legal remedies may be sought.

1. Organization of Response

It is preferred that your response be organized based on the outline below:

a. Project Information

- (1) Provide a cover memo:
 - (a) Provide a detailed statement of understanding of MSRS' business need and indicate how the project will meet the requirements.
 - (b) Indicate any conflict of interest.
 - (i) If there is no conflict of interest, you must indicate "no conflict of interest."
 - (c) State all exceptions you have to the language of the Standard State Contract template which is attached to the Work Order
 - (i) If there are no language exceptions, you must indicate "no contract language exceptions."
- (2) Provide company background, history and experience relevant to this engagement.
- (3) Include a list of personnel who will provide the service, detailing their training and work experience, and their relationship to your company. Include resumes. If specific staffing is not able to be assigned, define Service Center staffing levels and staffing experience for equipment listed in the System Environment section.
- (4) Indicate the expected level of MSRS' participation in the project. Detail cost allowances or estimated MSRS expense for this participation.
- (5) Provide three references of similar work you have provided.
 - (a) All references must include contact information. No references will be contacted without prior notification to the respondent.
- (6) Sign and submit all applicable state forms.
 - (a) Affidavit of Noncollusion
 - (b) Veteran owned Service Disabled Veteran owned Preference Form if applicable.
- (7) Submit all company documents that MSRS is required to sign or agree to.
- (8) Submit project cost detail in separate envelope. (See Cost proposal section)

Proposal Submission

The VoIP System Support project consists of two separate parts: 1) Proposal Detail: comprised of general and technical information and requirements, and 2) Cost Proposal: specific project costs with hourly breakdown of costs. The cost proposal must be completely separate from the Proposal Detail. Submit the Cost Proposal in a single sealed envelope. See complete instructions below.

1. Proposal Detail

- a. Submit one (1) original copy of your response.
 - i. Clearly mark envelope as "Original copy" with company name.
 - ii. Include transmittal letter signed in ink by an authorized member of the company.
 - iii. Include a signed Affidavit of Non-Collusion form,
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc> .
 - iv. Include the Veteran-Owned/Service Disabled Veteran-Owned Preference Form if applicable,
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc> .
- b. Submit three (3) hard copies of the original. Do not include any pricing information in these copies.

2. Cost Proposal

Respondents must ensure that all cost information is restricted to the "Cost Proposal" document ONLY. No costing information may be communicated in the primary response document.

- a. Provide the original and three (3) copies of the cost proposal. Seal the cost proposals separately in an envelope clearly marked "Cost Proposal" along with your vendor name. For the purposes of completing the cost proposal, MSRS does not make regular payments based on the passage of time; it only pays for services performed or work delivered after it is accomplished satisfactorily. Provide a breakdown compensation for services and travel expenses. Include hourly rates for services provided, licensing costs, professional services. Additional categories may be added at your discretion.
 - i. Service examples: major version upgrades, patch application, critical time response level, serious response level, standard response level.
- b. Identify the anticipated level of MSRS' participation in the contract, as well as any other services to be provided by our agency and provide details of cost allowances for this participation.
- c. Provide a cost proposal expiration date.

3. Electronic Copy

- a. Submit one (1) response in electronic format, either CD or DVD. Include all cost information in the electronic submission.

All proposals must be received no later than **12:00 p.m.** CDT on Thursday, December 15, 2011.

Proposals may be hand delivered to the MSRS Receptionist, 3rd Floor, 60 Empire Drive, St. Paul, MN or mailed to:

Minnesota State Retirement System
Sue Willinger, Contract Administration
60 Empire Drive, Suite 300
St. Paul, MN 55103

Fax and email responses will not be considered.

Late proposals will not be considered.

All costs incurred in responding to this RFP will be borne by the responder.

Proposals will be evaluated on an “overall best value” as specified below.

SOW Evaluation Process

Those proposals meeting the criteria in the Required Skills section and received by the deadline will be evaluated by representatives of MSRS.

Score solutions are based on the following:

- Company and project staff qualifications and experience (35%)
- Three References of comparable work (35%)
- Cost (30%)

The vendor providing the “best value” solution will be notified and contract negotiations will begin.

This Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

General Requirements

Estimated Value of Services

The estimated value of these services may not exceed \$104,000.00 for all services, including travel and lodging for the 3 year contract period. The vendor is encouraged to include an hourly cost breakdown of work items.

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability

In the performance of this contract by Contractor, or Contractor’s agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by the state, to the extent caused by Contractor’s:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State’s sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State’s failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:
http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards, required under Minn Stat 16C.145 require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and sign the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Representative (Please Print) _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

If responding to a Request for Bid (RFB), the preference is applied only to the first \$500,000 of the response. If responding to a Request for Proposal (RFP), the preference is applied as detailed in the RFP.

Eligible veteran-owned small businesses must be CVE Verified (in accordance with Public Law 109-471 and Code of Federal Regulations, Title 38, Part 74) at the solicitation opening date and time to receive the preference.

Information regarding CVE Verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** this form. Only eligible, CVE Verified, veteran-owned small businesses that provide this completed and signed form will be given the preference.

I hereby certify that the company listed below:

1. Is an eligible veteran-owned small business, as defined in Minnesota Statute §16C.16, subd. 6a; and
2. Has its principal place of business in the State of Minnesota; and
3. Is CVE Verified by the United States Department of Veterans Affairs' Center for Veterans Enterprise.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

IF YOU ARE CLAIMING THE VETERAN-OWNED PREFERENCE, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE TO THE SOLICITATION.

**STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
WORK ORDER CONTRACT**

This work order contract is between the State of Minnesota, acting through its [FILL IN THE NAME OF YOUR AGENCY OR BOARD. EXAMPLE: "commissioner of _____" OR "director of _____."] ("State") and [GIVE THE FULL NAME OF THE CONTRACTOR INCLUDING ITS ADDRESS] ("Contractor"). This work order contract is issued under the authority of Master Contract T-Number _____, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order Contract

1 Term of Contract

- 1.1 **Effective date:** [SPELL OUT FULL DATE (e.g., April 1, 2001)], or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration date:** [SPELL OUT FULL DATE (e.g., April 1, 2001)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will:

[PROVIDE SUFFICIENT DETAIL IN THE DUTIES SO THAT YOU CAN HOLD THE CONTRACTOR ACCOUNTABLE FOR THIS WORK.

3 Consideration and Payment

- 3.1 **Consideration.** The State will pay for all services performed by the Contractor under this work order contract as follows:

Compensation. The Contractor will be paid [EXPLAIN HOW THE CONTRACTOR WILL BE PAID. EXAMPLES: "an hourly rate of \$_____ up to a maximum of _____ hours, not to exceed \$_____;" or "a lump sum of \$_____." IF YOU ARE USING A BREAKDOWN OF COSTS AS AN ATTACHMENT USE THE FOLLOWING, "ACCORDING TO THE BREAKDOWN OF COSTS CONTAINED IN EXHIBIT B, WHICH IS ATTACHED AND INCORPORATED INTO THIS WORK ORDER CONTRACT.]

Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order contract will not exceed \$ [INSERT TOTAL TRAVEL BUDGET HERE. IF NONE, INSERT "\$0.00"].

(3) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Contractor under this work order contract will not exceed \$[THIS MUST BE THE TOTAL OF 3.1(A) AND 3.1(B) ABOVE].

3.2. **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
[EXAMPLE: "Upon completion of the services," OR IF THERE ARE SPECIFIC DELIVERABLES, LIST HOW MUCH WILL BE PAID FOR EACH DELIVERABLE. THE STATE DOES NOT PAY MERELY FOR THE PASSAGE OF TIME.]

4 Project Managers

The State's Project Manager is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER]. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Project Manager is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER]. If the Contractor's Project Manager changes at any time during this work order contract, the Contractor must immediately notify the State.

5. Liability Limitation

This Work Order Contract is governed by the existing executed State of Minnesota Professional and Technical Contract between the State of Minnesota and _____. The Contractor must indemnify, save and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

CFMS Contract No. B-_____

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____ Asst. Executive Director

Date: _____